

January 21, 2019

Larry W Jones
 Arnold Crossroads, LLC
 18833 Cliffview Lane
 Chesterfield, MO 63005

*PO Box 528
 St. Albans MO 63073*

RE: Letter of Intent for a Chase ATM Premises ("Premises") located at 3880 State Route 141 within the Project known as Arnold Crossroads Shopping Center ("Project")

Dear Larry;

This letter is provided to summarize certain parameters as a basis upon which we may negotiate an agreement, but it does not constitute any binding agreement.

Tenant:	JPMorgan Chase Bank, N.A., its affiliates or assignees
Tenant's Broker:	L ³ Corporation, Scott Bitney
Landlord Legal Name:	Arnold Crossroads, LLC
State of Domicile for Landlord Entity:	Missouri Limited liability Company
Landlord's Contact Information/Landlord's Counsel (for review of the ATM Lease):	PO Box 528 St. Albans, MO 63073
Landlord Legal Notice Address to Include in Lease:	PO Box 528 St. Albans, MO 63073
Landlord Tax ID Number:	01-0718287
Landlord's Broker:	Jones Realty
Address of the Premises and Surface Area (square feet) of Premises:	3880 State Route 141 Arnold, MO 63010 Please see Exhibit A.
City, County and State:	Arnold, Jefferson County, Missouri
Use:	Tenant shall have the right to use the Premises for the installation, operation, maintenance, repair, replacement and/or removal of one or more free-standing " drive-up " automated teller machines, as Tenant determines in its sole and absolute discretion.
Possession:	Landlord shall deliver possession of the Premises, free from all encumbrances and previous tenants, to Tenant no later than the date of execution of the lease.

Inspection Period (Access):	Prior to acceptance of the Premises, Tenant and its agents and contractors shall have a period of one hundred twenty (120) days, commencing the later of: (i) the Effective Date; or (ii) the date upon which Tenant gains access to the Premises, during which time it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the " <u>Inspection Period</u> ").
Permits:	During the Inspection Period, Tenant shall apply for all required permits, variances and/or approvals required for Tenant's construction of the Improvements on, and Tenant's use of, the Premises (collectively, the " <u>Permits</u> "). Landlord shall, in good faith, use commercially reasonable efforts to assist Tenant with acquisition of all Permits.
Termination During Inspection Period:	If Tenant determines, in its sole and absolute discretion that the Premises are unacceptable for Tenant's proposed use, Tenant may, without any liability hereunder, terminate Lease upon written notice delivered to Landlord no later than the end of the Inspection Period. Notwithstanding the foregoing, if Tenant is diligently pursuing the Permits, but is not able to obtain all Permits before the end of the Inspection Period, then, provided that Tenant continues to diligently pursue obtaining the Permits, Tenant may, deliver notice to Landlord on or before the last day of the Inspection Period, that it elects to extend the Inspection Period by an additional thirty (30) days.
Initial Term:	Sixty (60) months.
Commencement Date:	First day following the later of: (i) the end of the Inspection Period (or earlier waiver of the same); (ii) delivery of possession of the Premises by Landlord to Tenant; and (iii) Tenant's acquisition of all Permits (the " <u>Commencement Date</u> ").
Rent Commencement Date:	Commencing on the earlier of (a) the date that is 90 days after the Commencement Date; or (b) the date Tenant opens for business in the Premises.
Rent (Gross Lease):	\$1,500.00/ month. Tenant shall not be responsible for the payment of any additional charges related to Common Area maintenance, real estate taxes, insurance or otherwise.
Renewal Term(s):	Three (3) options of Five (5) years each.
Renewal Term Rent:	Years 6 -10: \$1,650.00 Years 11-15: \$1,815.00 Years 16-20: \$1,996.50

Condition of Premises:	Unless otherwise specified herein, Landlord shall provide the Premises in an "as-is" condition.
Anchor Tenant Contingency:	None.
Parking:	None.
Cancellation:	Tenant shall have the right to terminate this Lease at any time after the end of the 12th month of the Term by providing Landlord with at least thirty (30) days prior written notice specifying the effective date of Tenant's termination.
Landlord's Maintenance:	Landlord shall at all times operate and maintain the Common Areas in accordance with the standards of first-class projects of comparable size and quality to the Project and in the vicinity of the Project, including, without limitation, landscaping and removal of accumulations of debris, snow, and ice from all paved areas, sidewalks and walkways of the Premises and Common Areas.
Tenant's Maintenance:	Throughout the Term Tenant, at its sole expense, shall maintain all portions of the Premises in good condition, ordinary wear and tear excepted, except that Landlord shall maintain the paved areas of the Premises in conjunction with its maintenance of the paved areas of the Project.
Signage:	Subject only to all applicable governmental laws and Landlord approvals, Tenant shall have the right to install its standard corporate building signage and/or branding package (including any surrounds or canopies) on the Premises and on its improvements, as well as any pylon signage required in the within the Project.
Assignment and Subleasing:	Tenant may assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord to any parent, subsidiary or affiliate (direct or indirect) of Tenant, which shall include, without limitation, an assignment of Tenant's interest under this Lease by operation of law, or as the consequence of a merger of Tenant (or Tenant's parent entity) into or with another entity, or a dissolution of or change of control or ownership of Tenant, or any financial institution which acquires Tenant. Otherwise, Tenant shall not assign this Lease or sublease the Premises to any other third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

Third-Party Rights:	As of the date of the date of the lease (i) the Project shall be subject to no defects or encumbrances that would prevent Tenant's permitted use; (ii) Landlord is not violating and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting Landlord or the Project; and (iii) Landlord has (or will) obtain, prior to its execution of the lease, all consents required under any restrictive covenants or agreements contained in any other lease or contract affecting Landlord, the Premises or the Project for Tenant's use of the Premises.
No Covenant for Continuous Operation:	Nothing contained in the Lease shall require that Tenant open, staff or continuously operate its business in the Premises.
Exclusive ATM Right:	On or after the date of execution of this Lease, Landlord shall not enter into any agreements with other parties to operate ATMs within the Project.
Broker Fee Arrangement:	Landlord shall be solely responsible for the payments of all real estate commissions in connection with this Lease.
Agency Disclosure:	<p>Landlord and Tenant hereby acknowledge that L³ Corporation is the Tenant's Limited Agent and solely represents the Tenant with regard to this transaction and that L³ Corporation is not representing and is not an agent of the herein Landlord.</p> <p>Landlord and Tenant and the real estate licensees acknowledge that this broker relationship was disclosed to the Landlord and Tenant or their respective agents no later than the first showing or first contact or immediately upon the occurrence of any change to the relationship. Landlord and Tenant further acknowledge that they have received the Broker Disclosure Form prescribed by the Missouri Real Estate Commission.</p>
Lease Form:	The lease shall be on the lease form commonly used by Tenant.

This letter is solely intended as a summary of the basic economic terms and conditions of the proposed agreement, and it is understood and agreed that neither party is under a binding obligation to the other until an agreement acceptable to the Landlord and Tenant has been executed.

We respectfully request your written response within two weeks of your receipt of this letter. Upon your concurrence with the contents of this letter, we will direct our attorney to prepare a draft lease for your consideration.

Yours truly,


 Scott Bitney

Agreed and accepted:

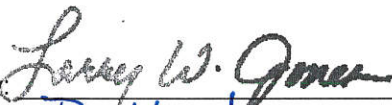
By: 
 Its: President

EXHIBIT B
Signage

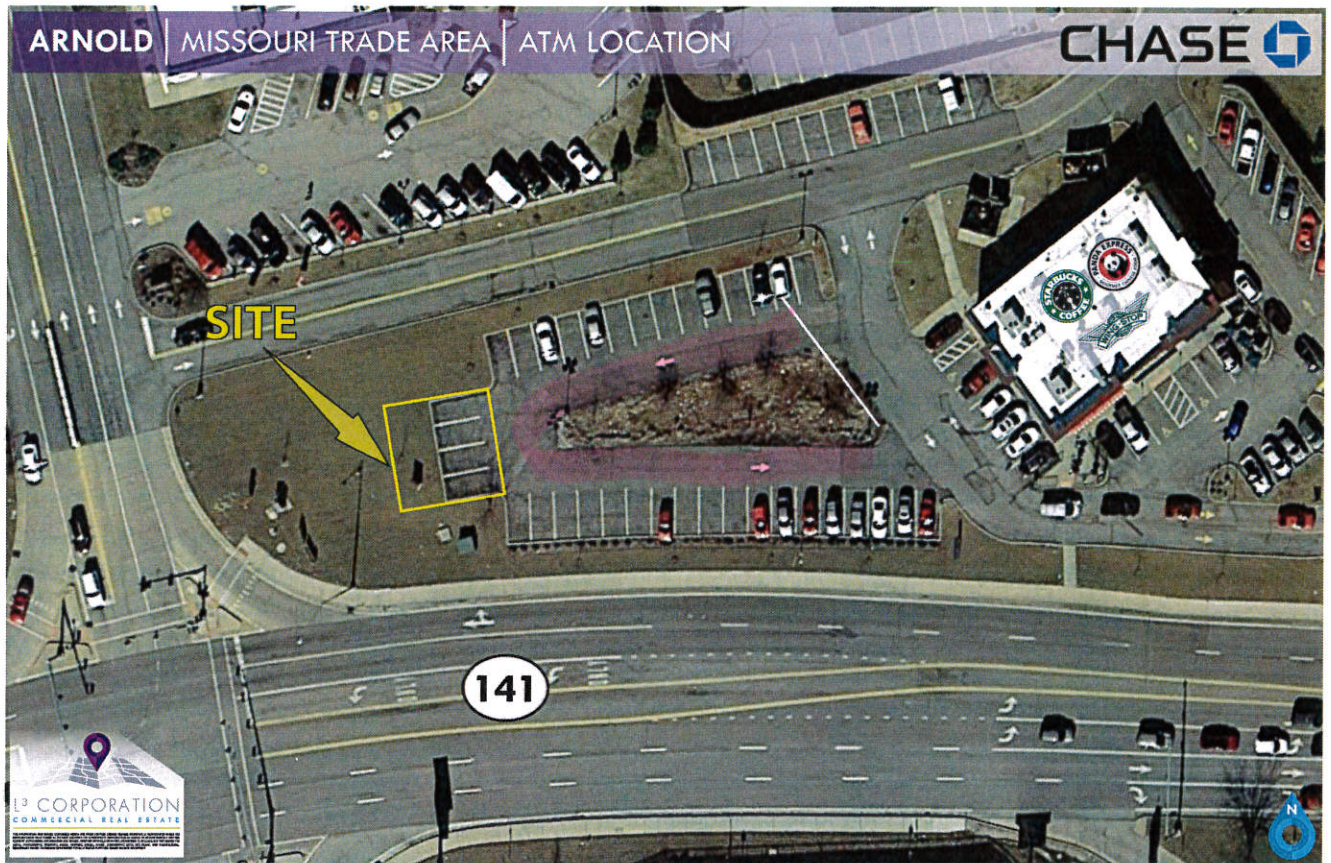


Final sign package shall be attached to the Lease.

LANDLORD WORK

NONE

EXHIBIT A



Details to follow from Chase Engineers,